

REQUEST FOR PROPOSAL
NORTHWESTERN STATE UNIVERSITY
FOR
24x7 FINANCIAL AID CALL CENTER
SUPPORT SERVICE



RFP No: 7450

Proposal Due Date and Time:

2:00 p.m. Thursday, July 26, 2012

NORTHWESTERN STATE UNIVERSITY
PURCHASING

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SECTION I: Turnkey Financial Aid Call Center Support Service (TECHNICAL PROPOSAL)

Objective

Northwestern State University (NSU) is a multi-campus, state university serving 9,000+ students in and around the northwest Louisiana area. Requests for proposals are being sought to provide a campus wide one-source, turnkey solution for a 24 hours, 7 days a week Call Service for Financial Aid.

The objective of the proposal shall be for a Financial Aid contact center sourcing operations to answer incoming calls, web chats, emails, and to provide a self help knowledge based portal. The successful proposer (hereafter: Contractor) will provide privately branded multi-channel contact center services for routine functions relating to financial aid, using the learning platform (Moodle). The Contractor will need proficiency in Northwestern State University's Financial Aid practices and policies, familiarity with staff and faculty, detailed knowledge of all NSU websites, and familiarity with the physical layout of the various sites and campuses, and schedules. NSU is highly focused on providing excellent service to students at all locations. The proposed contact center will be an important aspect of improving service to all students.

Current Environment

Northwestern State University Contact Management Team and Financial Aid Office receive an average of 400 calls per day on a 24/7 basis. Higher call rates usually occur during registration.

NSU's goal is to reduce the wait time and improve service to students. NSU's average call duration has been approximately two-three minutes. Prospective and current students often call for information regarding financial aid.

NSU FINANCIAL AID CALL CENTER SUPPORT SERVICE REQUIREMENTS

A. Management Services

The Contractor must provide competent managerial staff that is experienced in planning and project management. The Contractor must provide a dedicated manager for the NSU call center who will work closely with NSU's Contact Management Team. The NSU Contract Management Team will be the primary contact for the Contractor's Account Manager for all operational and contract communications. The Contractor may include other managerial and staff members for the initial contract set-up and/or for the ongoing operations of the Call Center as it deems necessary to succeed in the contract.

The Contractor's management staff must be able and willing to attend meetings at NSU's various locations for initial planning, quarterly contact reviews and at other times when deemed necessary by the NSU Contract Management Team. The Contractor must provide normal and emergency contact information for each of the key personnel. It is highly desirable for the Contractor's key personnel to attend emergency meetings in person or via video conferencing or web meetings. Call Center services must be available 24/7, including web chats.

B. Call Center Capability

The Call Center must be able to have a Financial Aid representative who must be able to answer questions in the following areas:

- Financial Aid
- Bursar
- Service hours
- Self-help knowledge base questions with the ability for NSU of Contractor resources to add and clarify knowledge base instructions

C. Modalities

Financial Aid Representatives must be trained to promptly answer all financial aid service requests received by telephone, email and web-based chats. The Financial Aid Representative must be trained in the use of the knowledge-based self-help portal that can be provided for assistance.

The Call Center (and any emergency backup center) must have a dedicated access (T-1 or better) to the World Wide Web, a toll free number for statewide and worldwide students. The Contractor must be able to provide a smooth and seamless transition for transferring calls to NSU.

The Call Center must have a robust call handling and/or tracking system and be able to license it to NSU, if needed, to share data and call statistics. The Call Center must be willing and able to make changes to the call tracking system at any time to accommodate reasonable changes at NSU and to incorporate one and more effective technologies as they arise.

The Contractor's systems should be able to provide, when and as requested by NSU, a full range of periodic reports. ***A sample of reports should be attached to the Proposer's proposal.***

The ability to offer pertinent pre-recorded announcements may be proposed. The Contractor will be solely responsible to warrant and ensure that all technology and procedures used by the Call Center comply with the regulations of the FCC and State Telemarketing laws. N S U will not accept responsibility for any negligence if the Contractor does not follow these requirements.

D. Financial Aid Representatives (FAR's)

The Contractor must provide professional FAR's that are pleasant, courteous, patient and helpful. N S U would prefer FAR's with a minimum of three years experience in a Call Center environment. The FAR must possess excellent oral and written communications skills to effectively screen callers and provide basic information prior to escalating the call, email or web chat to a NSU staff member. Each caller must be treated with courtesy and respect. While all NSU students are required to speak English, FAR's may have to effectively assist some callers with strong accents or who have other difficulty communicating over the phone. F A R's will expand all efforts to meet the expectations of the customers before escalating the inquiry to NSU. Some FAR's may need to be bi-lingual.

Contractor will provide a dedicated internal trainer to provide initial and ongoing training to FAR's who are responsible for handling calls, emails, web chats, and immediate updates to

NSU changes, issues or concerns. N S U Contact Management Team will assist as needed in training FAR's initially and throughout the contract term to present new enhancements and features of NSU. However it is the responsibility of the Call Center support to thoroughly train all new FAR's. N S U reserves the right to critique and ask for changes to training materials developed by the Contractor.

FAR must be trained in providing service to irate or upset callers. If unable to satisfy caller, the FAR must follow established escalation procedures.

FAR and all other Contractor Staff must follow the rules and guidelines established by the FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA). FARs and all members of the Contractors' staff must consider their interactions with students as confidential. FARs and Contractor must not provide any student email addresses, phone numbers or otherwise personally contact students outside of work matters.

Contractor will have quality assurance measures which must include periodic surveys of customers to assess compliance with pre-determined measures.

Contractor may be requested to provide Remote FARs as requested by certain NSU sites. The Remote FARs are dedicated to a site, region or campus and may be required to perform additional duties including participation in meetings, training, presentations and coordination activities that serve to enhance the Contractor/NSU relationship. The Remote FAR's should be available to their assigned sites as determined by the respective Site Director and may work from a NSU provided work area, a home office or some combination at the expense of the Contractor.

Upon the written request of NSU, FAR's will be reassigned. The reasons for the request or removal will be discussed prior to the actual request with the Contractor.

E. Call Management and Tracking

The successful contractor must provide incident tracking for all relevant contacts that require unique tracking. Repeat contacts about the same incident will not require a unique ticket created. The successful contractor must also provide how they will manage incidents and unique tracking.

F. Service Level Agreements (SLAs)

Contractor will provide excellent customer service that meets or exceeds agreed upon SLAs (predetermined performance metrics). N S U 's minimum SLAs are shown below, but the Contractor is encouraged to propose additional or more stringent metrics.

The following is a table of minimum service level expectations:

Task	Service Level
Live Support by Phone	Average speed to answer: less than 3 minutes at peak, under 1.5 minutes average.
Abandoned Ratio	Less than 15%
Web Chat	Within 1 minute
Email	ETR: 4-hour or less during peak times.
FARs have the ability to make computerized notes on clients so that a client history is maintained	Each caller that requests a service or describes a problem that goes beyond an immediate resolution.
Call Escalation	If a student cannot be served at the Contractor Help Desk, calls will be escalated in one of two ways. Calls will be escalated to the appropriate service area (such as the NSU Financial Aid Office) during normal office hours or an incident ticket/work order, which cannot be resolved by Contractor Help Desk, will be routed to the appropriate area (such as the NSU Financial Aid staff) to resolve.
Trouble Ticket Resolution	Contractor maintains responsibility for closing trouble tickets with goal of one business day resolution to all outstanding items.
Reporting	Statistical information and trouble ticket: access available online Statistical Information Details: Contractor must have the capability and will provide NSU access to reports that measure daily/weekly/monthly and annual service levels. Daily call statistics and ticket reports must be posted to the reporting portal. Other canned reports including call types, ticket status, escalation status, cost-per call, call volume and projections, survey results, and other relevant data must be posted to the reporting portal.

Due to continuing development of NSU's online systems, services and growth in future technologies, the Contractor agrees to renegotiate, amend or to add to the initial Service Level Agreements when requested by NSU.

G. Emergency Planning/Disaster Recovery

The Call Center must have adequate back-up measures in place to quickly overcome system failures due to hardware problems, carrier problems, electrical outages, etc.

The Call Center must have emergency contingency plans in place to allow another backup location to provide services to NSU customers in case of natural disasters, fires, etc.

The proposer may be required to provide a copy of their disaster recovery plan overview to NSU.

H. Desirable Services

If the Contractor has the ability to provide high quality services for outbound calls and emails, NSU may purchase these services from time to time. Examples of such outbound services would be surveys, outreach or follow-up contacts for student or alumni and will not be used as a criteria for contract award.

I. Requirements

The Call Center proposal must provide the following additional information:

- History of the proposer to include: higher education experience and number of years experience.
- Physical locations of Call Centers. (All locations are expected to be in the United States, with at least one in southern United States).
- Average SSR tenure.
- Educational experience of FAR's.
- Specify Customer Relations Manager (CRM) system to be used. Is the same CRM system used for all clients or is the system linked to the clients' software?
- Are calls recorded?
- How will cylindrical trends associated with NSU's volume be managed?
- Documentation of technology platforms.
- FAR recruitment, training and quality assurance processes.
- The largest volume of annual calls received on behalf of a single client.
- References of clients of the Contractor of which similar work has been performed.
- Call Center shall provide access to notes which are written by FARs in CRM System.

J. Timeframe for Implementation

The successful contractor must be able to implement the training, set-up, and integration of the call center within a reasonable timeframe. A reasonable timeframe can be defined as 6-9 weeks which will align the call center to be live and in full production for the start of the 2012-13 academic year. Aligning the start up with the academic year will create a natural progression for incoming freshman and continuing students to easily transition into the new structure and environment.

SECTION II: FINANCIAL PROPOSAL

COST PROPOSAL:

The cost proposal must:

1. Provide the initial annual cost and subsequent pricing structure to include all cost and anticipated cost increases and a cost matrix which explains the basis of billing for each service.
2. Identify what annual cost is based on, i.e. user population, call volume, etc.
3. Specifically identify all one-time costs associated with the implementation, i.e. set-up/install costs, etc.; additional costs disclosed later will be at the expense of the Contractor.
4. Identify Preferred Payment Option and if flexible, i.e. Monthly, Quarterly, etc., whether based on a % of total cost, etc.
5. Identify a minimum of (2) alternative pricing structures:
 - Annual flat rate pricing based on the anticipated number of call incidents.
 - Per incident fee based on call duration for call resolution.

SECTION III: EVALUATION AND AWARD

Proposals will be evaluated and awarded according to the following criteria :

25 points	Annual Cost
25 points	Cost per incident based on call duration for call resolution
25 points	Call Center Support Service Requirements
15 points	Experience
<u>10 points</u>	Expected Timeframe for Implementation

100 Total Possible Points

Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs
Participation of Veteran Initiative and Hudson Initiative small entrepreneurship will be scored as part of the technical evaluation.

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp. Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors. Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- ☐ Proposer is a certified small entrepreneurship: Full amount of the reserved points
- ☐ Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract. During the term of the contract and at expiration, the Contractor will also be required to report

Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at

<http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?guest_user=self_reg. may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select SmallE, VSE, or DVSE.

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SECTION IV: ADMINISTRATIVE CRITERIA

1. PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals as allowed by Louisiana Revised Statute 39:1593 C from bona fide, qualified proposers who are interested in providing 24x7 Financial Aid Call Center Support Service as defined herein.

2. GOALS AND OBJECTIVES

This Request for Proposal (RFP) sets forth the specifications and requirements of Northwestern State University (herein after referred to as "NSU" or the "University") for 24x7 Financial Aid Call Center Support Service.

DEFINITIONS

- A. Shall – The term "shall" denotes mandatory requirements per R.S. 39:1556(24).
- B. Must – The term "Must" denotes mandatory requirements.
- C. May - The term "may" denotes an advisory or permissible action.
- D. Should – the term "should" denotes desirable.
- E. Contractor – Any person having a contract with a governmental body.
- F. State- The State of Louisiana.
- G. Discussions- For the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals in response to this RFP.
- H. NSU-Northwestern State University -State of Louisiana.
- I. University- Northwestern State University.(NSU).

4. SCHEDULE OF EVENTS

	Date	Time (CST)
a. RFP mailed to prospective proposers	June 18, 2012	
b. Deadline to receive written inquiries	July 12, 2012	4:00 p.m.
c. Deadline to answer written inquiries	July 19, 2012	4:00 p.m.
d. Proposal Due Date and Time	July 26, 2012	2:00 p.m.
e. Oral discussions with proposers, if applicable	TBD	
f. Notice of Intent to Award to be mailed	TBD	
g. Contract Initiation	TBD	

NOTE: NSU reserves the right to revise this schedule. Any such revision will be formalized by the issuance of an addendum to the RFP.

5. PROPOSAL SUBMITTAL

This RFP is available in electronic form at the LaPAC website <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp>. It is available in PDF format or in printed form by submitting a written request to:

Ralph Wright
Director of Purchasing
Northwestern State University
Business Affairs - St. Denis Hall
Sam Sibley Drive
Natchitoches, LA 71497
Phone: 318-357-5785

It is the Proposer's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Northwestern State University is not responsible for a Proposer's failure to download any addenda documents required to complete a Request for Proposal.

All proposals shall be received by Ralph Wright, NSU Director of Purchasing no later than the date and time shown in the Schedule of Events.

Important – Clearly mark outside of envelope, box or package with the following information and format:

Proposal Name: 24x7 Help Desk Services & Student Services Contact Support

RFP NO. 7450

Proposal Due Date and Time: 2:00 pm. – Thursday, July 26, 2012

Proposals may be mailed through the U. S. Postal Service to our box at:

Ralph Wright
Director Purchasing
Northwestern State University
Business Affairs – St. Denis Hall
Sam Sibley Drive
Natchitoches, LA 71497

Proposals may be delivered by hand or courier service to our physical location at:

Ralph Wright
Director of Purchasing
Northwestern State University
Business Affairs – St. Denis Hall
Sam Sibley Dr.
Natchitoches, LA 71497

Proposer is solely responsible for ensuring that its courier service provider makes inside deliveries to our physical location. NSU is not responsible for any delays caused by the

Proposer's chosen means of proposal delivery.

Proposer is solely responsible for the timely delivery of its proposal.

Failure to meet the proposal due date and time shall result in rejection of the proposal.

PROPOSALS SHALL BE OPENED PUBLICLY AND ONLY PROPOSERS SUBMITTING PROPOSALS SHALL BE IDENTIFIED ALOUD. PRICES SHALL NOT BE READ.

6. PROPOSAL RESPONSE FORMAT

- A. **Cover Letter:** The cover letter should exhibit the Proposer's understanding and approach to the project. It should contain a summary of Proposer's ability to perform the services described in the RFP and confirm that Proposer is willing to perform those services and enter into a contract with Northwestern State University.

ATTENTION: R.S. 39:1594(C)(4) requires evidence of authority to sign and submit proposals to the State of Louisiana. Please indicate in the Cover Letter which of the following applies to the signer of this proposal.

1. The signer of the proposal is either a corporate officer who is listed on the most current annual report on file with the secretary of state or a member of a partnership or partnership in commendam as reflected in the most current partnership records on file with the secretary of state. **A copy of the annual report or partnership record must be submitted to the Office of State Purchasing before contract award.**
2. The signer of the proposal is a representative of the Proposer authorized to submit this proposal as evidenced by documents such as, corporate resolution, certification as to corporate principal, etc. **If this applies a copy of the resolution, certification or other supportive documents must be attached to the Cover Letter.**
3. The Proposer has filed with the secretary of state an affidavit or resolution or other acknowledged/authentic document indicating that the signer is authorized to submit proposals for public contracts. **A copy of the applicable document must be submitted to the Office of State Purchasing before contract award.**
4. The signer of the proposal has been designated by the Proposer as authorized to submit proposals on the Proposer's vendor registration on file with the Office of State Purchasing.

The cover letter should also:

Identify the submitting Proposer and provide their federal tax identification number;

Identify the name, title, address, telephone number, fax number, and email address of each person authorized by the Proposer to contractually obligate the Proposer;

Identify the name, address, telephone number, fax number, and email address of the contact person for technical and contractual clarifications throughout the evaluation period.

- B. **Table of Contents**: Organized in the order cited in the format contained herein.
- C. **Technical Proposal**: The Technical Proposal should be formatted as described in (Section I) of the RFP. Any such documentation should be cross-referenced to the specific section numbers.
- D. **Proposer Qualifications and Experience**: History and background of Proposer, financial strength and stability, with related services to government entities existing customer satisfaction, demonstrated volume of merchants, etc. The Proposer Qualifications and Experience should be formatted as described in (Section I) of the RFP. Any such documentation should be cross-referenced to the specific section numbers.
- E. **Financial Proposal**: Proposer's fees and other costs, if any, shall be submitted. This financial proposal shall include any and all costs the Proposer wishes to have considered in the contractual arrangement with NSU. The Financial Proposal should be formatted as described in (Section II) of the RFP. Any such documentation should be cross-referenced to the specific section numbers.
- F. **Innovative Concepts**: Present innovative concepts, if any, not discussed above for consideration.

7. NUMBER OF RESPONSES

Each Proposer shall submit one (1) signed original response. Four (4) additional copies of the proposal should be provided, as well as one (1) electronic copy.

8. LEGIBILITY/CLARITY

Responses to the requirements of this RFP in the formats requested are desirable with all questions answered in as much detail as practicable. The Proposer's response is to demonstrate an understanding of the requirements. Proposals prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP are also desired. Each Proposer is solely responsible for the accuracy and completeness of its proposal.

9. CONFIDENTIALITY

The designation of certain information as trade secrets and/or privileged or confidential proprietary information shall only apply to the technical portion of the proposal. The cost proposal will not be considered confidential under any circumstance. Any proposal copyrighted or marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

For the purposes of this procurement, the provision of the Louisiana Public Records Act (LA.R.S.44.1 et. seq.) will be in effect. Pursuant to this Act, all proceedings, records, contracts, and other public documents relating to this procurement shall be open to public inspection. Proposers are reminded that while trade secrets and other proprietary information they submit in conjunction with this procurement may not be subject to public disclosure, protections must be claimed by the proposer at the time of submission of its

Technical Proposal. Proposers should refer to the Louisiana Public Records Act for further clarification.

The proposer must clearly designate the part of the proposal that contains a trade secret and/or privileged or confidential proprietary information as “confidential” in order to claim protection, if any, from disclosure. The proposer shall mark the cover sheet of the proposal

with the following legend, specifying the specific section (s) of his proposal sought to be restricted in accordance with the conditions of the legend:

“The data contained in pages ____ of the proposal have been submitted in confidence and contain trade secrets and/or privileged or confidential information and such data shall only be disclosed for evaluation purposes, provided that if a contract is awarded to this Proposer as a result of or in connection with the submission of this proposal, NSU shall have the right to use or disclose the data therein to the extent provided in the contract. This restriction does not limit NSU’s right to use or disclose data obtained from any source, including the proposer, without restrictions.”

Further, to protect such data, each page containing such data shall be specifically identified and marked “CONFIDENTIAL”.

Proposers must be prepared to defend the reasons why the material should be held confidential. If a competing proposer or other person seeks review or copies of another proposer’s confidential data, NSU will notify the owner of the asserted data of the request. If the owner of the asserted data does not want the information disclosed, it must agree to indemnify the state and hold the state harmless against all actions or court proceedings that may ensue (including attorney’s fees), which seek to order NSU to disclose the information. If the owner of the asserted data refuses to indemnify and hold the NSU harmless, NSU may disclose the information.

NSU reserves the right to make any proposal, including proprietary information contained therein, available to Office of State Purchasing personnel, the Office of the Governor, or other state agencies or organizations for the sole purpose of assisting NSU in its evaluation of the proposal. NSU shall require said individuals to protect the confidentiality of any specifically identified proprietary information or privileged business information obtained as a result of their participation in this evaluation.

If your proposal contains confidential information, you should also submit a redacted copy along with your proposal. If you do not submit the redacted copy, you will be required to submit this copy within 48 hours of notification from NSU. When submitting your redacted copy, you should clearly mark the cover as such – “REDACTED COPY” – to avoid having this copy reviewed by an evaluation committee member. The redacted copy should also state which sections or information has been removed.

10. INQUIRY PERIODS

NSU shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers. NSU reasonably expects and requires responsible and interested Proposers to conduct their in-depth proposal review and submit inquiries in a timely manner.

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the proposal documents and to submit any written questions relative thereto. *without exception*, all inquiries MUST be submitted in writing by an authorized representative of the proposer, clearly cross-referenced to the relevant solicitation section. All inquiries must be received by the close of business on the Inquiry Deadline date set forth in the Schedule of Events (Section IV.4) of this RFP. Only those inquiries received by the established deadline shall be considered by NSU.

Inquiries received after the established deadline shall not be entertained.
Inquiries concerning this solicitation may be delivered by mail, express courier, e-mail, hand, or fax to:

Dr. Lisa Abney
Provost/Vice President of Academic Affairs
Northwestern State University
Roy Hall
200 Central Avenue
Natchitoches, LA 71497
Phone: 318-357-5361
Fax: 318-357-4517
Email: abney@nsula.edu

An addendum will be issued and posted at the Office of State Purchasing LaPAC website, to address all inquiries received and any other changes or clarifications to the solicitation. Thereafter, all proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum. No negotiations, decisions, or actions shall be executed by any proposer as a result of any oral discussions with any state employee or state consultant. It is the Proposer's responsibility to check the LaPAC website at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> frequently for any possible addenda that may be issued. NSU is not responsible for a proposer's failure to download any addenda documents required to complete a Request for Proposal.

Note: LaPAC is the state's online electronic bid posting and notification system resident on State Purchasing's website (www.doa.louisiana.gov/osp). In that LaPAC provides an immediate e-mail notification to subscribing bidders that a solicitation and any subsequent addenda have been let and posted, notice and receipt thereof is considered formally given as of their respective dates of posting.

Vendor self-enrollment in LaPac was disabled November 15, 2010. All vendors are to now register in the LaGov portal. Registration is intuitive at the following link: <https://lagoverpvendor.doa.louisiana.gov/iri/portal/anonymous?questuser=selfreg> and help scripts are available on OSP website under vendor center at: <http://www.doa.louisiana.gov/osp/vendorcenter/regnhelp/index.htm>.

Any person aggrieved in connection with the solicitation or the specifications contained therein, has the right to protest in accordance with R.S. 39:1671. Such protest shall be made in writing to Ralph Wright, NSU Director of Purchasing at least two days prior to the deadline for submitting proposals.

11. ERRORS AND OMISSIONS IN PROPOSAL

NSU will not be liable for any error in the proposal. Proposer will not be allowed to alter proposal documents after the deadline for proposal submission, except under the following condition: NSU reserves the right to make corrections or clarifications due to patent errors identified in proposals by NSU or the Proposer. NSU, at its option, has the right to request clarification or additional information from the Proposer.

12. PROPOSAL GUARANTEE

NOT REQUIRED FOR THIS RFP.

13. PERFORMANCE BOND

The successful proposer shall be required to provide a performance (surety) bond in the amount of Ten thousand dollars (\$10,000.00) to insure the successful performance under the terms and conditions of the contract negotiated between the successful proposer and NSU. Any performance bond furnished shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A-rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key rating Guide or by an insurance company that is

either domiciled in Louisiana or owned by Louisiana residents and is licensed to write surety bonds.

No surety or insurance company shall write a performance bond which is in excess of the amount indicated as approved by the U.S. Department of the Treasury Financial Management Service list or by a Louisiana domiciled insurance company with an A-rating by A.M. Best up to a limit of 10 percent of policyholders' surplus as shown by A.B. Best; companies authorized by this Paragraph who are not on the treasury list shall not write a performance bond when the penalty exceeds 15 percent of its capital and surplus, such capital and surplus being the amount by which the company's assets exceed its liabilities as reflected by the most recent financial statements filed by the company with the Department of Insurance.

The performance bond is to be provided within 10 working days from request. Failure to provide within the time specified may cause your offer to be rejected.

In addition, any performance bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the state of Louisiana.

14. CHANGES, ADDENDA, WITHDRAWALS

NSU reserves the right to change the calendar of events or issue Addenda to the RFP at any time. The State also reserves the right to cancel or reissue the RFP.

If the proposer needs to submit changes or addenda, such shall be submitted in writing, signed by an authorized representative of the proposer, cross-referenced clearly to the relevant proposal section, in a sealed envelope, prior to the proposal due date and time. Such shall meet all requirements for the proposal.

15. WITHDRAWAL OF PROPOSAL

A proposer may withdraw a proposal that has been submitted at any time prior to the proposal closing date and time. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to Ralph Wright, NSU Director of Purchasing.

16. MATERIAL IN THE RFP

Proposals shall be based only on the material contained in this RFP. The RFP includes official responses to questions, addenda, and other material, which may be provided by NSU pursuant to the RFP.

17. WAIVER OF ADMINISTRATIVE INFORMALITIES

NSU reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

18. PROPOSAL REJECTION

Issuance of this RFP in no way constitutes a commitment by NSU to award a contract. NSU reserves the right to accept or reject any or all proposals submitted.

In accordance with the provisions of R.S. 39:2182, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid form, or not award the contract to a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provision of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

19. OWNERSHIP OF PROPOSAL

All materials (paper content only) submitted in response to this request become the property of NSU. Selection or rejection of a response does not affect this right. All proposals submitted will be retained by NSU and not returned to proposers. Any copyrighted materials in the response are not transferred to the NSU.

20. COST OF OFFER PREPARATION

NSU is not liable for any costs incurred by prospective Proposers or Contractors prior to issuance of or entering into a Contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to the RFP are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by NSU.

21. NON-NEGOTIABLE CONTRACT TERMS

Non-negotiable contract terms include but are not limited to taxes, assignment of contract, audit of records, EEOC and ADA compliance, record retention, content of contract/order of

precedence, contract changes, governing law, claims or controversies, and termination based on contingency of appropriation of funds.

22. TAXES

Any taxes, other than state and local sales and use taxes, from which the state is exempt, shall be assumed to be included within the Proposer's cost.

23. PROPOSAL VALIDITY

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal response. However, NSU reserves the right to reject a proposal if the Proposer's response is unacceptable and the Proposer is unwilling to extend the validity of its proposal.

24. PRIME CONTRACTOR RESPONSIBILITIES

The selected Proposer shall be required to assume responsibility for all items and services offered in his proposal whether or not he produces or provides them. NSU shall consider the selected Proposer to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

25. USE OF SUBCONTRACTORS

Each Contractor shall serve as the single prime contractor for all work performed pursuant to its contract. That prime contractor shall be responsible for all deliverables referenced in this RFP. This general requirement notwithstanding, Proposers may enter into subcontractor arrangements. Proposers may submit a proposal in response to this RFP, which identifies subcontract(s) with others, provided that the prime contractor acknowledges total responsibility for the entire contract.

If it becomes necessary for the prime contractor to use subcontractors, NSU urges the prime contractor to use Louisiana vendors, including small and emerging businesses, a small entrepreneurship or a veteran or service-connected disabled veteran-owned small entrepreneurship, if practical. In all events, any subcontractor used by the prime should be identified to the NSU Director of Purchasing.

Information required of the prime contractor under the terms of this RFP, is also required for each subcontractor and the subcontractors must agree to be bound by the terms of the contract. The prime contractor shall assume total responsibility for compliance.

26. WRITTEN OR ORAL DISCUSSIONS/PRESENTATIONS

Written or oral discussions may be conducted with Proposers who submit proposals determined to be reasonably susceptible of being selected for award. NSU reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

Written or oral discussions/presentations for clarification may be conducted to enhance NSU's understanding of any or all of the proposals submitted. Neither negotiations nor

changes to proposals will be allowed during these discussions. Proposals may be accepted without such discussions.

27. ACCEPTANCE OF PROPOSAL CONTENT

The mandatory RFP requirements shall become contractual obligations if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposal.

28. CANCELLATION OF RFP OR REJECTION OF PROPOSALS

NSU reserves the right to reject any or all proposals received in response to this RFP, or to cancel this RFP if it is in the best interest of the State to do so.

29. EVALUATION AND SELECTION

All responses received as a result of this RFP are subject to evaluation by a committee chosen by NSU for the purpose of selecting the Proposer with whom NSU shall contract.

To evaluate all proposals, a committee whose members have expertise in various areas has been selected. This committee will determine which proposals are reasonably susceptible of being selected for award. If required, written or oral discussions may be conducted with any or all of the Proposers to make this determination.

Written recommendation for award shall be made to the Director of Purchasing, NSU for the Proposer whose proposal, conforming to the RFP, will be the most advantageous to NSU, price and other factors considered.

The committee may reject any or all proposals if none are considered in the best interest of the State.

30. CONTRACT NEGOTIATIONS

If for any reason the Proposer whose proposal is most responsive to NSU's needs, price and other evaluation factors set forth in the RFP considered, does not agree to a contract, that proposal shall be rejected and NSU may negotiate with the next most responsive Proposer. Negotiation may include revision of non-mandatory terms, conditions, and requirements. The Director of Purchasing, NSU must approve the final contract form.

31. CONTRACT AWARD AND EXECUTION

NSU reserves the right to enter into an Agreement without further discussion of the proposal submitted based on the initial offers received.

The RFP, including any addenda, and the proposal of the selected Contractor will become part of any contract initiated by NSU.

Proposers are discouraged from submitting their own standard contract terms and conditions with their proposals. Proposers should address the specific language in the sample contract in "Exhibit B" of this RFP and submit with their proposal any exceptions or deviations the proposer wishes to negotiate. The proposed terms will be negotiated before a final contract is entered. Mandatory terms and conditions are not negotiable.

If applicable, a Proposer may submit or refer to a Master Agreement entered into by the contractor and the State in accordance with R.S. 39:198(e).

If the contract negotiation period exceeds thirty (30) days or if the selected Proposer fails to sign the contract within seven calendar days of delivery of it, NSU may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

Award shall be made to the Proposer with the highest points, whole proposal, conforming to the RFP, will be the most advantageous to NSU, price and other factors considered.

NSU intends to award to a single Proposer.

32. NOTICE OF INTENT TO AWARD

Upon review and approval of the evaluation committee's, and university's, recommendation for award, NSU Director of Purchasing will issue a "Notice of Intent to Award" letter to the apparent successful Proposer. A contract shall be completed and signed by all parties concerned on or before the date indicated in the "Schedule of Events" (Section IV.4) of this RFP. If this date is not met, through no fault of the NSU, NSU may elect to cancel the "Notice of Intent to Award" letter and make the award to the next most advantageous Proposer.

NSU will also notify all unsuccessful Proposers as to the outcome of the evaluation process. The evaluation factors, points, evaluation committee member names, and the completed evaluation summary and recommendation report will be made available to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any person aggrieved by the proposed award has the right to submit a protest in writing, in accordance with RS: 39:1671, to Ralph Wright, NSU Director of Purchasing, within fourteen (14) days of the award/intent to award.

33. DEBRIEFINGS

Debriefings may be scheduled by the participating Proposers after the "Notice of Intent to Award" letter has been issued by scheduling an appointment with Ralph Wright, NSU Director of Purchasing. Contact may be made by phone at (318) 357-5785 or E-mail to ralphw@nsula.edu.

34. INSURANCE REQUIREMENT

Contractor shall furnish NSU with certificates of insurance effecting coverage(s) required by "Exhibit A". The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by NSU before work commences. NSU reserves the right to require complete certified copies of all required policies, at any time.

35. SUBCONTRACTOR INSURANCE

NOT REQUIRED FOR THIS RFP

36. FIDELITY BOND REQUIREMENTS

The Contractor shall be required to provide a Fidelity Bond in the amount of One Million Dollars (\$ 1,000,000.00) to protect NSU from loss resulting from acts of crime or fraud

perpetrated either by the Contractor, its agents or subcontractors or against the Contractor, its agents or subcontractors. Northwestern State University shall be the named beneficiary.

The fidelity bond furnished shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana. This bond will be required prior to execution of the contract.

37. TERMINATION

- A. TERMINATION OF THIS AGREEMENT FOR CAUSE – NSU may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement, or failure to fulfill its performance obligations pursuant to this agreement, provided that NSU shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then NSU may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of NSU to comply with the terms and conditions of this agreement, provided that the Contractor shall give NSU written notice specifying NSU's failure and a reasonable opportunity for NSU to cure the defect.

- B. TERMINATION OF THIS AGREEMENT FOR CONVENIENCE – NSU may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

- C. The continuance of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract, or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

38. ASSIGNMENT

Assignment of contract, or any payment under the contract, requires the advanced written approval of the Director of Purchasing, NSU.

39. NO GUARANTEE OF QUANTITIES

The quantities referenced in the RFP are estimated to be the amount needed. In the event a greater or lesser quantity is needed, the right is reserved by NSU to increase or decrease the amount, at the unit price stated in the proposal.

Neither the State of Louisiana nor NSU obligates itself to contract for or accept more than their actual requirements during the period of this agreement, as determined by actual needs and availability of appropriated funds.

40. AUDIT OF RECORDS

The State legislative auditor, federal auditors and internal auditors of NSU and the University of Louisiana System, Division of Administration, or others so designated by the DOA, shall have the option to audit all accounts directly pertaining to the resulting contract for a period of five (5) years after project acceptance or as required by applicable State and Federal law. Records shall be made available during normal working hours for this purpose.

41. CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under the contract and any contract, without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of the contract.

42. RECORD RETENTION

The Contractor shall maintain all records in relation to this contract for a period of at least five (5) years after final payment.

43. RECORD OWNERSHIP

All records, reports, documents, or other material related to any contract resulting from this RFP and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of NSU, and shall, upon request, be returned by Contractor to NSU, at Contractor's expense, at termination or expiration of this contract.

44. CONTENT OF CONTRACT/ ORDER OF PRECEDENCE

In the event of an inconsistency between the contract, the RFP and/or the Contractor's Proposal, the inconsistency shall be resolved by giving precedence first to the final contract, then to the RFP and subsequent addenda (if any) and finally, the Contractor's Proposal.

45. CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in: a) compensation; b) beginning/ ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

46. PAYMENT TERMS

The Contractor shall invoice Northwestern State University directly and payment shall be made by NSU directly to the Contractor in accordance with the payment terms agreed to in this Contract.

47. LATE PAYMENTS

Interest due by Northwestern State University for late payments shall be in accordance with R.S. 39:1695 and 13:4202.

48. SUBSTITUTION OF PERSONNEL

NSU intends to include in any contract resulting from this RFP the following condition:

Substitution of Personnel: If, during the term of the contract, the Contractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to NSU for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

47. GOVERNING LAW

All activities associated with this RFP process shall be interpreted under Louisiana Law. All proposals and contracts submitted are subject to provisions of the laws of the State of Louisiana including but not limited to L.R.S. 39:1551-1736; purchasing rules and regulations; executive orders; standard terms and conditions; special terms and conditions; and specifications listed in this RFP.

48. CLAIMS OR CONTROVERSIES

Any claims or controversies shall be resolved in accordance with the Louisiana Procurement Code, RS39:1673.

49. BIDDER'S CERTIFICATION OF OMB A-133 COMPLIANCE

Certification of no suspension or debarment. By signing and submitting any proposal for \$25,000 or more, the proposer certifies that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133.

A list of parties who have been suspended or debarred can be viewed via the internet at <http://www.epls.gov>.

50. CONTRACTOR DATA

This data should be completed and returned with the Contractor's proposal:

Name of Contractor: _____

Address _____

Phone Number _____

Fax Number _____

Email Address _____

FEI/FIN Number _____

51. PROPOSAL CONFIRMATION

Each proposal must include the following, signed in original ink, by the signatory of the proposal:

_____ certifies that the aforementioned company

(Signature)

Agrees to be bound by the content of the proposal and agrees to comply with terms, conditions and provisions of the RFP and any addenda in the event of an award.

_____ certifies that this proposal was not prepared or

(Signature)

developed using assistance or information illegally obtained.

_____ is solely responsible for this proposal meeting

(Signature)

the requirements of the Request for Proposal.

_____ is solely responsible for its compliance with all

(Signature)

applicable laws and regulations to the preparation submission, and contents of this proposal.

Name and Title of Official – Please Print

All proposals must be considered valid until final contract award is made.

52. TERM OF CONTRACT

The term of the contract will be effective upon date of approval for a period of twelve (12) months. At the option of Northwestern State University and acceptance by the contractor, the contract may be extended for four (4) additional twelve (12) month periods at the same prices, terms and conditions. Total contract time may not exceed sixty (60) months.

INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.
- c. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

2. Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

- a. Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.
- b. Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.
- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

E. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal thereafter.

In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision endorsement for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.

Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent.

STATE OF LOUISIANA

RFP No. 7450

PARISH OF _____

CONTRACT

Be it known, that effective upon approval by the Director of Purchasing, as evidenced by the Director's signature on this document, Northwestern State University (hereinafter sometimes referred to as "NSU") and (*Contractor's name and legal address including zip code*) (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions.

SCOPE OF SERVICE

Contractor hereby agrees to furnish the following services:

24x7 NSU Financial Aid Call Center Support Service

CONTRACT MODIFICATIONS

No amendment or variation of the terms of this contract shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

Changes to the contract include any change in a) compensation; b) beginning/ending date of the contract; c) scope of work; and/or d) contractor change through the assignment of contract process. Any such changes, once approved, will result in the issuance of an amendment to the contract.

FUND USE

Contractor agrees not to use contract proceeds to urge any elector to vote for or against any candidate or proposition on an election ballot nor shall such funds be used to lobby for or against any proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority. This provision shall not prevent the normal dissemination of factual information relative to a proposition on any election ballot or a proposition or matter having the effect of law being considered by the Louisiana Legislature or any local governing authority.

HEADINGS

Descriptive headings in this contract are for convenience only and shall not affect the construction of this contract or meaning of contractual language.

PAYMENT TERMS

The Contractor shall invoice Northwestern State University directly and payment shall be made by NSU directly to the Contractor in accordance with the payment terms agreed to in this Contract.

LATE PAYMENTS

Interest due by NSU or late payments shall be in accordance with R.S. 39:1695 and 13:4202.

DELIVERABLES

Contractor will deliver the service(s) as described per the attached schedule...

TAXES

Contractor agrees that all applicable taxes are included in the schedule pricing. State agencies are exempt from all state and local sales and use taxes.

TERMINATION OF THIS CONTRACT FOR CAUSE

Northwestern State University may terminate this contract for cause based upon the failure of Contractor to comply with the terms and/or conditions of the contract, or failure to fulfill its performance obligations pursuant to this contract, provided that NSU shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then NSU may, at its option, place the Contractor in default and the contract shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of NSU to comply with the terms and conditions of this contract, provided that the Contractor shall give NSU written notice specifying NSU's failure and a reasonable opportunity for NSU to cure the defect.

TERMINATION OF THIS CONTRACT FOR CONVENIENCE

Northwestern State University may terminate this Contract at any time by giving thirty (30) days written notice to the Contractor of such termination or negotiating with the Contractor an effective date.

The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

TERMINATION FOR NON-APPROPRIATION OF FUNDS

The continuation of this contract is contingent upon the appropriation of funds to fulfill the requirements of the contract by the legislature. If the legislature fails to appropriate sufficient monies to provide for the continuation of the contract or if such appropriation is reduced by the veto of the Governor or by any means provided in the appropriations act or Title 39 of the Louisiana Revised Statutes of 1950 to prevent the total appropriation for the year from exceeding revenues for that year, or for any other lawful purpose, and the effect of such reduction is to provide insufficient monies for the continuation of the contract, the contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated.

OWNERSHIP

All records, reports, documents, or other material related to this contract and/or obtained or prepared by Contractor in connection with the performance of the services contracted for herein shall become the property of Northwestern State University, and shall, upon request, be returned by Contractor to NSU, at Contractor's expense, at termination or expiration of this contract.

USE OF AGENCY'S FACILITIES

Any property of the State and/or NSU furnished to the Contractor shall, unless otherwise provided herein, or approved by the State and/or NSU, be used only for the performance of this contract.

The Contractor shall be responsible for any loss or damage to property of the State and/or NSU which results from willful misconduct or lack of good faith on the part of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to the State and/or NSU in like condition, except for normal wear and tear, to that in which it was furnished to the Contractor. Upon the happening of loss, or destruction of, or damage to property of the State and/or NSU, the Contractor shall notify the State and/or NSU thereof and shall take all reasonable steps to protect that property from further damage.

The Contractor shall surrender to the State and/or NSU all property of the State and/or NSU prior to settlement upon completion, termination, or cancellation of this contract. All reference to the Contractor under this section shall include any of its employees, agents, or subcontractors.

WAIVER

Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by the written consent of both parties.

WARRANTIES

Contractor warrants that all services shall be performed in a workmanlike manner, and according to its current description (including any completion criteria) contained in the scope of work.

This paragraph may only apply when software is involved.

No Surreptitious Code Warranty. Contractor warrants that Contractor will make all commercially reasonable efforts not to include any Unauthorized Code in the software provided hereunder. "Unauthorized Code" means any virus, Trojan horse, worm or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. Excluded from this prohibition are identified and State-authorized features designed for purposes of maintenance or technical support.

Extent of Warranty: THESE WARRANTIES REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

INDEMNIFICATION AND LIMITATION OF LIABILITY

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless NSU from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors in the performance of this contract, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of NSU.

Contractor will indemnify, defend and hold NSU harmless, *without limitation*, from and against any and all damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs which may be finally assessed against NSU in any action for infringement of a United States Letter Patent with respect to the Products, Materials, or Services furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that NSU shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, NSU may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) NSU's unauthorized modification or alteration of a Product, Material, or Service; ii) NSU's use of the Product, Material, or Service in combination with other products, materials, or services not furnished by Contractor; iii) NSU's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as NSU's exclusive remedy to take action in the following order of precedence: (i) to procure for NSU the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to NSU up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability **for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges for services rendered by the Contractor under the Contract.** Unless otherwise specifically enumerated herein mutually agreed between the parties, neither party

shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

NSU may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

INSURANCE

Contractor will be required to provide Northwestern State University with Certificates of adequate insurance indicating coverage required, (*in accordance with "Exhibit A" of the RFP*).

LICENSES AND PERMITS

Contractor shall secure and maintain all licenses and permits, and pay inspection fees required to do the work required to complete this contract, if applicable.

SEVERABILITY

If any term or condition of this contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this contract are declared severable.

SUBCONTRACTORS

The Contractor may enter into subcontracts with third parties for the performance of any part of the Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to the State and/or NSU for any breach in the performance of the Contractor's duties. The Contractor will be the single point of contact for all subcontractor work.

SUBSTITUTION OF PERSONNEL

If, during the term of this contract, the Contractor or subcontractor cannot provide the personnel as proposed and requests a substitution, that substitution shall meet or exceed the requirements stated herein. A detailed resume of qualifications and justification is to be submitted to NSU for approval prior to any personnel substitution. It shall be acknowledged by the Contractor that every reasonable attempt shall be made to assign the personnel listed in the Contractor's proposal.

ASSIGNMENT

Contractor shall not assign any interest in this contract by assignment, transfer, or novation, without prior written consent of the Northwestern State University. This provision shall not be construed to prohibit the contractor from assigning his bank, trust company, or other financial institution any money due or to become due from approved contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to NSU.

CODE OF ETHICS

The contractor acknowledges that Chapter 15 of Title 42 of the Louisiana Revised Statutes (R.S. 42:1101 et. seq., Code of Governmental Ethics) applies to the Contracting Party in the performance of services called for in this contract. The contractor agrees to immediately notify NSU if potential violations of the Code of Governmental Ethics arise at any time during the term of this contract.

CONFIDENTIALITY

The following provision will apply unless NSU's statement of work specifically indicates that all information exchanged will be non-confidential:

All financial, statistical, personal, technical and other data and information relating to NSU's operations which are designated confidential by NSU and made available to the Contractor in order to carry out this contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to NSU. The identification of all such confidential data and information as well as NSU's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by NSU in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by NSU to be adequate for the protection of NSU's confidential information, such methods and procedures may be used, with the written consent of NSU, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the contract, or is rightfully obtained from third parties.

CONTRACT CONTROVERSIES

Any claim or controversy arising out of this contract shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

RIGHT TO AUDIT

The State Legislative auditor, federal auditors and internal auditors of Northwestern State University, or others so designated by the Division of Administration, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

SECURITY

Contractor's personnel will comply with all security regulations in effect at NSU's premises, and externally for materials and property belonging to NSU or to the project. Where special security precautions are warranted (e.g., correctional facilities), NSU shall provide such procedures to the Contractor, accordingly. Contractor is responsible for promptly reporting to NSU any known breach of security.

TERM OF CONTRACT

This Contract is effective upon Northwestern State University approval and will end no later than *<length of term specified in the RFP>*, unless otherwise terminated in accordance with the Termination provision of this Contract. Northwestern State University has the option, upon acceptance by the Contractor, to extend for *<extension language as specified in the RFP>*.

COMMENCEMENT OF WORK

No work shall be performed by Contractor and Northwestern State University shall not be bound until such time as this Contract is fully executed between NSU and the Contractor and all required approvals are obtained.

COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor agrees to abide by the requirements of the following as applicable: Title VI and Title VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

ANTI-KICKBACK CLAUSE

The Contractor hereby agrees to adhere to the mandate dictated by the Copeland "Anti-Kickback" Act which provides that each Contractor or subgrantee shall be prohibited from inducing, by any means, any person employed in the completion of work, to give up any part of the compensation to which he is otherwise entitled.

CLEAN AIR ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA list of Violating Facilities.

ENERGY POLICY AND CONSERVATION ACT

The Contractor hereby recognizes the mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

CLEAN WATER ACT

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under Section 508 of the Clean Water Act which prohibits the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities.

ANTI-LOBBYING AND DEBARMENT ACT

The Contractor will be expected to comply with Federal statutes required in the Anti-Lobbying Act and the Debarment Act.

GOVERNING LAW

This Contract shall be governed by and interpreted in accordance with the laws of the State of Louisiana. Venue of any action brought with regard to this Contract shall be in the Nineteenth Judicial District Court, parish of East Baton Rouge, State of Louisiana.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ORDER OF PRECEDENCE

The Request for Proposals (RFP), dated _____, and the Contractor's Proposal dated _____, are attached hereto and, incorporated into this Contract as though fully set forth herein. In the event of an inconsistency between this Contract, the RFP and/or the Contractor's Proposal, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Contract, then to the RFP and finally, the Contractor's Proposal.

THUS DONE AND SIGNED AT _____ on this ____ day of ____, 20__, and, IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

CONTRACTOR SIGNATURE:

By: _____
Title: _____

THUS DONE AND SIGNED AT Natchitoches, Louisiana on this ____ day of ____, 20__, and,
IN WITNESS WHEREOF, the parties have executed this Contract.

WITNESSES' SIGNATURES:

NORTHWESTERN STATE UNIVERSITY
SIGNATURE:

By: _____

Title _____

Phone No.: _____

Approved by:

NSU Director of Purchasing

Date: _____